Supreme Court, U.S.
FILED
FEB - 8 2007
OFFICE OF THE CLERK

UNITED STATES SUPREME COURT
06-921

MOSTAFA REYAD
PETITIONER

V.

BANK OF NEW YORK, TRUSTEE,
RESPONDENT

PETITIONER'S REPLY

MOSTAFA REYAD, PRO SE
777 SUMMER STREET
RIGHT STREET ENTRANCE
STAMFORD, CT 06901
TEL. (203) 325-4100
Email. Reyad@optonline.net

RE: QUESTION PRESENTED FOR REVIEW

Contrary to the facts, records of the case, and Petitioner's Petition, Respondent Bank of New York, Trustee "BNY", objects to Petitioner's question presented for review stating incorrectly regarding the constitutionality of CGS 52-221(a) was never raised in the trial court, and according to Respondent it cannot form the basis of the Petition. As Petitioner stated in this Court, Petitioner had raised, Respondent's lack standing pursuant to Article III of the United States Constitution on January 27, 2004 (Doc # 161), supported by this Court authority of *Ruhrgas* 526 U.S. 574(1999), and *Steel Co.* 533 U.S. 83 (1998), and attached a printout of *Ruhrgas* case to Petitioner's motion. The trial court did not rule on the said motion. The trial court Judge stated that *Ruhrgas* and *Steel Co.* is not helping Petitioner because it is not Connecticut authority, and denied to hear any defense at oral argument, and ordered default. *See*, "Defendant's trial memorandum" dated November 12, 2004 at p. 3 stipulates Conn. Practice Book Sec. 17-34, that section is a dictation of Conn. Gen. Stat. 52-221(a). Petitioner supported his defense by the authority of *DeBlasio v. Aetna Life & Casualty Co.* 186 Conn. 398, 401, 441 A. 2d 838 (1982). Thus, Petitioner has raised the issue of Article III, at pretrial, at trial and on Appeal including the defense against 52-221(a).

RE: BASIS FOR JURISDICTION

Respondent's brief misleadingly stating that "no arguments were ever advanced in the trial court

which addressed any federal questions", *see* (Doc # 161), supra. The records show that neither the trial court nor the Appellate Court have discussed the issue of standing in any respect, except stipulating that Petitioner had raised the standing issues.

RE: BACKGROUND OF PETITIONER'S BUSINESS AS RELATES TO THE CASE

Respondent incorrectly stating that, "the Connecticut District Court in a separate case has made findings of fact and conclusion of law that Reyad converted or misappropriated money under certain warehouse lines of credit". That case does not have this stipulation, currently, it is under consideration for lack of evidence for more than two years after trial, and no final decision has issued.

RE: FACTUAL BACKGROUND AND FINDINGS OF TRIAL COURT

Respondent falsely stating "in response to a request to revise filed by a defendant, BNY filed a revised complaint". It is correct that the counsel who represented Petitioner in the beginning of the case has filed an answer, without Petitioner's knowledge, but Petitioner has never filed a request to revise, however, a request to revise is not equivalent, and does not constitute a request to amend.

Indeed, Respondent is correct in his statement, that Petitioner did not offer expert witness or other testimony on the value of the collateral, because the value of the collateral had determined by the appaiser

and reviewed and approved by IndyMac, Inc. the buyer and the provider of the fund *see* the Petition Exhibits # 5 and # 6, and Respondent has been awarded the amount $ 526,875.00 from the appraiser in the separate action *Bank of New York v. Gary Olcha* (Docket # CV-00-037588), moreover, Respondent has been awarded $ 448,726.50 in a third separate action for the same alleged cause of action against the mortgagor, *Bank of New York v. Eugene Chimblo* (Docket # x01-CV-99-0163131). Thus the entire findings of the court was for damage related to the value, that value determined by the appraiser and approved by the buyer and the provider of the funds after it was reviewed by IndyMac, Inc. senior management team and their own appraiser, provided that Respondent's expert witness was attacking only the methodology of performing the appraisal task reported by the appraiser Gary Olcha. Neither, Olcha, Chimblo nor IndyMac, Inc.'s underwriter Roxanne Lerma were before the Court. Petitioner did not value the collateral to be $ 2.75 million, Petitioner was a mortgage banker, not an appraiser, did his work professionally and verified the contents of the informations on the appraisal report, which is accurate. Petitioner is not in the position to discuss the methodology of the appraiser's performance. IndyMac, Inc.'s appraiser did that task as well as IndyMac, Inc.'s senior management team, and Petitioner followed their determination of value, see Petition Exhibits # 5 and # 6. Thus, Respondent's claim that the Uniform Underwriting Transmittal Summary were false,is incorrect statement, and if it is false, it lies on the entities who supplied Petitioner by

the information.

Petitioner's issue of standing relates to the three elements of the irreducible constitutional minimum of standing pursuant to *Lujan*, 504 U.S. 555, 560-61 never discussed by the trial court nor the Appellate Court, and it is now clear that, Respondent is refraining from discussing it.

The Petitioner, pro se
Mostafa Reyad

By: _____

Mostafa Reyad
777 Summer Street
Right Street Entrance
Stamford, CT 06901
Tel. 203-325-4100
Email. Reyad@optonline.net